

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Agreement to appoint Frank B. Arenas as Sumter County Alternate Special Master

REQUESTED ACTION: (Staff recommends approval).

☐ Work Session (Report Only) **DATE OF MEETING:** 9/25/2012
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A

Effective Date: 10/1/2012

Managing Division / Dept:

Vendor/Entity: _____

Termination Date: 9/30/2013

Building Services

BUDGET IMPACT: \$1,000

☐ Annual

☐ Capital

☐ N/A

FUNDING SOURCE:

EXPENDITURE ACCOUNT:

Building Fund/Professional Services

124-142-524-3100

HISTORY/FACTS/ISSUES:

In accordance with Sumter County Ordinance 2008-02, the appointment of Alternate Special Master Frank Arenas, is requested for the purpose of hearing and adjudicating code enforcement and/or animal control cases within Sumter County, including the city limits of Center Hill and Webster.

The following services are covered in this agreement:

1. Attend all Special Master Hearings for code enforcement and animal control cases.
2. Adopt rules for conduct of hearings.
3. Subpoena alleged violators and witnesses for hearings.
4. Subpoena evidence for hearings.
5. Take testimony under oath.
6. Issue Findings of Fact Orders while having the force of law to command whatever steps are necessary for compliance.

The rate of pay is an annual retainer of \$1,000, which covers all costs. This expenditure is included in the proposed FY 2012/13 Building Services Budget.

**SUMTER COUNTY ALTERNATE SPECIAL MASTER
APPOINTMENT AND RETENTION AGREEMENT**

THIS AGREEMENT, made this 25th day of September, 2012, between the BOARD OF COUNTY COMMISSIONERS, SUMTER COUNTY, FLORIDA, hereafter called (the "County"), and FRANK B. ARENAS, ESQ., PA, Attorney at Law, P.O. Box 600 Coleman, FL 33521-0600 , hereafter called "Alternate Attorney", is hereby entered into under the following circumstances and conditions:

WHEREAS, the Sumter County Board of County Commissioners passed Ordinance Number 2008-02 on January 8, 2008, and;

WHEREAS, Ordinance Number 2008-02 grants the Sumter County Administrator the power to appoint, re-appoint, and place under contract a Special Master to hear and adjudicate Code Enforcement cases in the County, and;

WHEREAS, the County Administrator re-appointed R. Lee Hawkins, Jr. as Special Master for the County ("Special Master");

WHEREAS, the Special Master may not be present to fulfill the duties due to planned or unforeseen circumstances and an Alternate Attorney acting as Special Master is required to fulfill the duties of the Special Master;

WHEREAS, the consolidation of Building Inspections Services for the Cities of Webster and Center Hill under the interlocal service boundary agreements also include the provision of code enforcement, and:

NOW, THEREFORE, based on the foregoing considerations and other good and valuable considerations, the parties agree as follows:

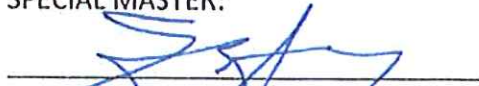
1. The WHEREAS clauses recited above are hereby recognized as true and incorporated as if stated herein.
2. The Alternate Attorney is hereby retained as Special Master under the terms of this agreement on a per call basis when the Special Master is absent notwithstanding conflicts of interest or conflicts of scheduling of the Alternate Attorney. All recitals above are recognized as true and adopted as if stated herein.
3. This Agreement shall be effective from October 1, 2012, through September 30, 2013, at which time the County Administrator shall make a determination as to whether or not the Special Master shall be reappointed or removed. The County Administrator must give thirty (30) days notice to the Special Master of intent to remove, and the Special Master must give thirty (30) days notice to the County if he does not intend to seek reappointment.

4. The County shall pay to Alternate Attorney an annual retainer of \$1,000.00 to be available to serve as the Special Master when needed. The annual retainer shall cover unlimited hours of services rendered for one Hearing (Code Enforcement or Animal Control Hearing). For any subsequent hearings in the same year of the retainer a payment of \$900.00 per occurrence will be remitted to Alternate Attorney.
5. When serving as the Special Master the following shall be required:
 - a. Attendance at the hearing the Special Master is absent
 - b. Adopt rules for the conduct of his hearing
 - c. Subpoena alleged violators and witnesses to his or her hearings. (Subpoenas may be served by the Sheriff of Sumter County.)
 - d. Subpoena evidence to his or her hearing
 - e. Take testimony under oath
 - f. Issue findings of fact and subsequent orders have the force of law to command whatever steps are necessary to bring a code violation into compliance
6. The Alternate Attorney shall be an independent contractor and shall not be considered an employee of the Board.
7. The County shall provide clerical and administrative personnel as may be reasonably required by the Special Master for the proper performance of his duties, the level and expense of said requirement being determined and approved solely by the County Administrator.
8. The parties agree that venue and jurisdiction for any dispute arising from this agreement shall only be in Sumter County, Florida.
9. If any provision of this agreement is determined to be unenforceable by a court of competent jurisdiction, the remaining portions of this agreement, where practically and functionally possible, shall remain in full force and effect.
10. E-Verify: system established by the U.S. Department of Homeland Security to determine the immigration and work eligibility status of prospective employees. The Alternate Attorney agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The E-Verify

Certification Form is attached as an exhibit to this contract shall be completed and returned to Sumter County prior to commencement of any work for the County. All subcontractor certifications must be kept on file by the Special Master and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action against any vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the contractor from performing services for the County.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals the day and year first written above.

SPECIAL MASTER:



Print: Frank B. Arenas, President

Date: 19 SEPTEMBER 2012

CHAIRMAN,

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS:

Print: Garry Breeden

Date: September 25, 2012

ATTEST: Gloria Hayward, Clerk of Court

Deputy Clerk: _____

Print: _____

Date: _____